



MICHAEL C. NELSEN, Interim Chief of Police

July 1, 2015

Willard City Recorder
PO Box 593
Willard City, UT 84340


Attached is the **Agreement for Animal Control Services** between Willard City and Brigham City. If you want Brigham City to provide this service, please have your Mayor sign both copies of the Agreement, have the documents attested, and return them to me at the following address as soon as possible. Please include a list of approved individuals who may drop off animals for Willard City. Once all signatures have been obtained, an original copy will be returned to you.

Lt. Dennis Vincent
Brigham City Police Department
20 North Main, Ste. B
Brigham City, UT 84302

Should you agree to enter into this agreement with Brigham City, the term of the agreement will be two years, beginning July 1, 2015 and ending on June 30, 2017.

Should you have any questions, please feel free to call me at (435) 734-6664. Thank you.

Sincerely,


Lt. Dennis Vincent

DBV:jmr

**ANIMAL CONTROL SERVICES
AGREEMENT WITH WILLARD CITY**

WHEREAS, BRIGHAM CITY, a municipal corporation, hereinafter referred to as the "City" is an operating animal shelter; and

WHEREAS, Willard City, hereinafter referred to as the "Municipality" is desirous of entering into an agreement whereby the City will provide certain animal service; and

WHEREAS, the City is desirous of entering into an agreement whereby the City may determine how many municipalities it will be providing services for;

NOW, THEREFORE, in exchange for the promises and other considerations specified herein, the parties agree as follows:

- I. **Term:** The term of this agreement is for two years beginning July 1, 2015 and ending on June 30, 2017.

II. **Fees:**

Reclaimed by Owner:

1st Offense:	Altered, \$35.00 - Unaltered, \$45.00
2nd Offense:	Altered, \$45.00 - Unaltered, \$55.00
3rd Offense:	Altered, \$55.00 - Unaltered, \$65.00

(NOTE: The Municipality will not be billed for animals reclaimed by owner.)

Boarding: \$5.00 per day

Relinquishment Fees:

Owner:	\$45.00 per individual animal
	\$60.00 per litter
Willard City:	\$50.00 per individual animal
	\$65.00 per litter

Quarantined Animals:

Dogs/Cats: \$75.00 (12-day quarantine)

Medical treatment for a sick or injured animal is not included in this fee and is solely at the discretion of Brigham City Animal Control. If Brigham City Animal Control determines that medical treatment is necessary, the municipality will be billed for the cost of the medical treatment.

The services included in this rate are as follows:

1. Logging in procedures, record keeping, handling financial transactions.
2. Strays will be held a minimum of five (5) working days for reclaim (holidays and Sundays are not included in this holding period).

3. Provision of adoption for strays, owned animals or litters when possible.
4. Euthanasia and disposal for unclaimed or unadopted animals.
5. The Municipality will only be billed for animals surrendered by Municipality officials. Willard City residents may surrender animals at their own expense, which will be paid at the time the animal is relinquished.

Brigham City Animal Shelter will not accept the following: livestock, wildlife, animals being held for cruelty or neglect pending prosecution of the owner.

Additional charges will be assessed for each service performed, for each animal, on the following basis:

1. Outside agencies bringing in dead animals \$ 5.00
2. Owner relinquish of dead animal from contract city \$ 5.00

III. **Billing:** The City shall send out a quarterly billing to the Municipality, which the Municipality shall pay within thirty (30) days.

IV. **Transportation of Animal:** The Municipality shall be responsible for transporting the animal to the shelter.

V. **Amendment:** This agreement may be amended in writing, by the parties, with sixty (60) days notice.

VI. **Default:** If either party defaults under the terms of this agreement, the defaulting party shall be liable to the other party for its attorney's fees and costs, whether or not suit is filed.

VII. **Indemnification:** Municipality agrees to at all times protect, indemnify, save harmless and defend the City, its agents and employees from and against any and all claims, demands, judgments, expense, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to the project, by the Municipality, its agents, employees, subcontractors, or suppliers in the performance and execution of the work.

Dated this _____ day of _____, 2015.

MUNICIPALITY REPRESENTATIVE:

ATTEST:

BRIGHAM CITY REPRESENTATIVES:

Tyler Vincent, Mayor

Michael Nelsen, Interim Chief of Police

ATTEST:

Mary Kate Christensen
City Recorder